

2. The Confidential Information disclosed will be held and used by the person receiving such information solely for use in connection with the action.

3. In the event a party challenges another party's designation of confidentiality, counsel shall make a good faith effort to resolve the dispute, and in the absence of a resolution, the challenging party may seek resolution by the Court. Nothing in this Protective Order constitutes an admission by any party that Confidential Information disclosed in this case is relevant or admissible. Each party reserves the right to object to the use or admissibility of the Confidential Information.

4. Documents designated as "CONFIDENTIAL" shall not be disclosed to any person, except:

- a. The requesting party and counsel, including in-house counsel;
- b. Employees of such counsel assigned to and necessary to assist in the litigation;
- c. Consultants or experts assisting in the prosecution or defense of the matter, to the extent deemed necessary by counsel; and
- d. The Court (including the mediator, or other person having access to any Confidential Information by virtue of his or her position with the Court).

The parties should meet and confer if any production requires a designation of "For Attorneys' or Experts' Eyes Only."

5. Prior to disclosing or displaying the Confidential Information to any person, counsel must:

- a. Inform the person of the confidential nature of the information or documents;

-
-
-
-
-
- b. Inform the person that this Court has enjoined the use of the information or documents by him/her for any purpose other than this litigation and has enjoined the disclosure of the information or documents to any other person; and
 - c. Require each such person to sign an agreement to be bound by this Order in the form attached as Exhibit A.
6. The disclosure of a document or information without designating it as “CONFIDENTIAL” shall not constitute a waiver of the right to designate such document or information as Confidential Information. If so designated, the document or information shall thereafter be treated as Confidential Information subject to all the terms of this Stipulation and Order.
7. Any Personally Identifying Information (“PII”) (e.g., social security numbers, financial account numbers, passwords and information that may be used for identity theft) exchanged in discovery shall be maintained by the receiving party in a manner that is secure
8. Pursuant to Federal Rule of Evidence 502, the production of privileged or work product protected documents or communications, electronically stored information (“ESI”) or information, whether inadvertent or otherwise, shall not constitute a waiver of the privilege or protection from discovery in this case or in any other federal or state proceeding. This Order shall be interpreted to provide the maximum protection allowed by Federal Rule of Evidence 502(d). Nothing contained herein is intended to or shall serve to limit a party’s right to conduct a review of documents, ESI or information (including metadata) for relevance, responsiveness and/or segregation of privileged and/or protected information before production.

9. Notwithstanding the designation of information as "CONFIDENTIAL" in discovery, there is no presumption that such information shall be filed with the Court under seal. The parties shall follow the Court's procedures for requests for filing under seal.

10. At the conclusion of litigation, Confidential Information and any copies thereof shall be promptly (and in no event later than 30 days after entry of final judgment no longer subject to further appeal) returned to the producing party or, upon permission of the producing party, destroyed, except that the parties' counsel shall be permitted to retain their working files on the condition that those files will remain protected.

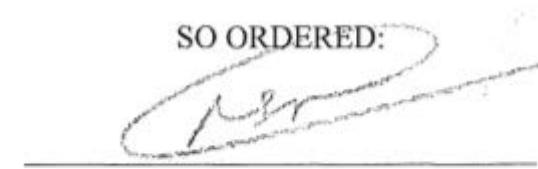
11. Nothing herein shall preclude the parties from disclosing material designated to be Confidential Information if otherwise required by law or pursuant to a valid subpoena.

SO STIPULATED AND AGREED.

Dated: May 1, 2025
White Plains, New York

Dated: May 5, 2025
White Plains, NY

SO ORDERED:



NELSON S. ROMÁN
United States District Judge

NEWMAN FERRARA, LLP

/s/ Randolph M. McLaughlin

By: Randolph M. McLaughlin
1250 Broadway, 27th Floor
New York, NY 10001
Tel: 212-619-5400
Attorneys for Plaintiff

**WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER, LLP**

/s/ John M. Flannery

By: John M. Flannery
1133 Westchester Avenue
White Plains, NY 10604
Tel: 914-872-7111
Attorneys for Defendants
Town of Clarkstown and Norm Peters

SCHWAB & GASPARINI, PLLC

Michael G. Del Vecchio

By: Michael George Del Vecchio
1441 Route 22, Suite 206
Brewster, NY 10509
914-304-4353
Attorneys for Access Caseworkers and
Access Supports for Living

**LANDMAN, CORSI, BALLAINE &
FORD, P.C.**

/s/ Diane Janet Ruccia

By: Diane Janet Ruccia
1617 JFK Boulevard, Suite 955
Philadelphia, PA 19103
Tel: 973-623-2700
Attorneys for Defendant
Rockland Paramedics

O'CONNOR REDD, LLP

/s/ Peter L. Urreta

By: Peter L. Urreta
200 Mamaroneck Avenue
White Plains, NY 10601
914-960-4047
Attorney for Defendant
Rockland County

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

KEVIN ADAMS, AS THE ADMINISTRATOR OF THE
ESTATE OF SEAN HARRIS,

Plaintiff,

-against-

TOWN OF CLARKSTOWN, POLICE OFFICERS
DOES #1-60, POLICE SUPERVISOR DOE #1,
DETECTIVE NORM PETERS, ROCKLAND COUNTY,
ACCESS SUPPORTS FOR LIVING, ACCESS
CASEWORKERS JANE DOES #1-2, ROCKLAND
PARAMEDICS, PARAMEDICS DOES #1-2, NYACK
COMMUNITY AMBULANCE CORPS, EMT KELLY
MCHUGH, EMT ROSA LATANZO,

Defendants.

I have been informed by counsel that certain documents or information to be disclosed to me in connection with the matter entitled _____ have been designated as confidential. I have been informed that any such documents or information labeled "CONFIDENTIAL" are confidential by Order of the Court. I hereby agree that I will not disclose any information contained in such documents to any other person. I further agree not to use any such information for any purpose other than this litigation.

Dated: _____, 20

Name (printed)

Signature

Signed in the presence of: _____
(Attorney)